

Fill in this information to identify the case:

Debtor 1 A.V. Thomas

Debtor 2 Arlene Thomas
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Ohio

Case number 17-10623

Official Form 410S1**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Community Loan Servicing, LLC fka Bayview Loan Servicing, LLC

Court claim no. (if known): 17

Last 4 digits of any number you use to identify the debtor's account: 1 0 5 8

Date of payment change: 03/01/2021
Must be at least 21 days after date of this notice

New total payment: \$ 904.62
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment**1. Will there be a change in the debtor's escrow account payment?**

- ☒ No
- ☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____ New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

- ☐ No
- ☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 5.498 % New interest rate: 4.458 %

Current principal and interest payment: \$ 580.93 New principal and interest payment: \$ 569.40

Part 3: Other Payment Change**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

- ☒ No
- ☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____ New mortgage payment: \$ _____

Debtor 1 A.V. Thomas
First Name Middle Name Last Name

Case number (if known) 17-10623

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X/s/ LeAnn E. Covey

Signature

Date 01/28/2021

Print: LeAnn E Covey
First Name Middle Name Last Name

Title Attorney for Creditor

Company Clunk, Hoose Co., LPA

Address 4500 Courthouse Blvd., Suite 400
Number Street

Stow OH 44224
City State ZIP Code

Contact phone 330-436-0300

Email bknotice@clunkhoose.com

CERTIFICATE OF SERVICE

I certify that on January 28, 2021, a true and correct copy of the Notice of Mortgage Payment Change was served:

Via the court's electronic case filing system on these entities and individuals who are listed on the court's electronic mail notice list:

Melissa L. Resar, on behalf of A. V. Thomas, at mresar@ohiolegalclinic.com

Melissa L. Resar, on behalf of Arlene Thomas, at mresar@ohiolegalclinic.com

Lauren A. Helbling, Chapter 13 Trustee, at ch13trustee@ch13cleve.com

And by regular U.S. mail, postage prepaid, on:

A. V. Thomas, at 19120 Watercrest Ave., Maple Heights, OH 44137

Arlene Thomas, at 19120 Watercrest Ave., Maple Heights, OH 44137

Clunk, Hoose Co., LPA

/S/ LeAnn E. Covey

LeAnn E. Covey (#0083289) - Ext. 2263

4500 Courthouse Blvd.

Suite 400

Stow, OH 44224

(330) 436-0300 - telephone

(330) 436-0301 - facsimile

bknotice@clunkhoose.com



Community Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

January 4, 2021

██████████
A V THOMAS
ARLENE THOMAS
C/O PATRICK D MILLER
614 WEST SUPERIOR AVENUE
SUITE 950
CLEVELAND OH 44113

Loan Number: ██████████

Property Address: 19120 Watercrest Ave
Maple Hts OH 44137

Changes to Your Mortgage Interest Rate and Payments on February 1, 2021

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 12-month period during which your interest rate stayed the same. That period ends on February 1, 2021, so on that date your interest rate may change. After that, your interest rate may change every 12 months for the rest of your loan term. Any change in your interest rate may also change your mortgage payment.

| | Current Rate and Monthly Payment | New Rate and Monthly Payment |
|------------------------------|-------------------------------------|---------------------------------|
| Interest Rate | 5.49800% | 4.45800% |
| Principal | \$466.48 | \$478.33 |
| Interest | \$114.45 | \$91.07 |
| Escrow (Taxes and Insurance) | \$335.22 | \$335.22 |
| Other | \$0.00 | \$0.00 |
| Subsidy | \$0.00 | \$0.00 |
| Total Monthly Payment | \$916.15 | \$904.62 Due March 1, 2021 |

Interest Rate: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is 0.95800% and your margin is 3.50000%. The NTL MNTH MEDN COF SAIF is published monthly in the FREDDIE MAC COST OF FUNDS INDEX.

Rate Limits: Your rate cannot go higher than 12.50000% or lower than 3.50000% over the life of the loan. Your rate can change by no more than 2.00000% per change.

The rate change caps for any future payment changes will be based on the terms of your note.

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. These amounts are based on the NTL MNTH MEDN COF SAIF as of now, your margin, your loan balance of \$24,513.97, and your remaining loan term of 47 months.

Please Note: The new payment amount referenced in this Notice is not an Interest Only payment. If your loan did have an Interest Only payment period, that period has expired and the new payment amount includes funds that will go towards reducing the unpaid Principle Balance.

Prepayment Penalty: None

If You Anticipate Problems Making Your Payments:

- Please contact the Customer Relations Department at (800) 457-5105 between 8:00 a.m. and 9:00 p.m. (Eastern Time) Monday through Friday, as soon as possible.
- If you seek an alternative to the upcoming changes to your interest rate and payment, the following options may be possible (most are subject to lender approval):
 - **Refinance your loan** with us or another lender;
 - **Sell your home** and use the proceeds to pay off your current loan;
 - **Modify your loan terms** with us;
 - **Payment forbearance** temporarily gives you more time to pay your monthly payment.
- If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or visit www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. If you would like contact information for a state housing finance agency, contact the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov>.

Community Loan Servicing, LLC is a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance with non-bankruptcy law and/or informational purposes only. It does not constitute an attempt to collect a debt, to reaffirm a debt, or to impose any personal liability on you. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. If your original obligation was discharged, any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number. Community Loan Servicing, LLC., NMLS no. 2469.

Confirmed SII Disclaimer: If you are a confirmed successor in interest of the account, unless you assume the mortgage loan obligation under state law, you are not personally liable for the mortgage debt and cannot be required to use your own assets to pay the mortgage debt.

The below mailing address must be used for all Error Notices & Information Requests:

Community Loan Servicing, LLC
 Customer Support
 4425 Ponce de Leon Boulevard, 5th Floor
 Coral Gables, FL 33146